

MEMORANDUM



Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(Q)(1)(A)

Subject: Amendment to a Professional Service Agreement to Provide Engineering Construction Management Services - Project No: E03-SEA-01; Contract No: E03-SEA-01

Recommendation

The attached Amendment No: 1 on a contract between CSA Southeast, Inc. and Miami-Dade County has been prepared by the Miami-Dade Seaport Department and is recommended for approval.

AMENDMENT NUMBER: 1

Scope

PROJECT NAME: Cargo Yard Improvements

PROJECT NO: E03-SEA-01

CONTRACT NO: E03-SEA-01

PROJECT DESCRIPTION: The services consist of design and rehabilitation of cargo facilities and support infrastructure, and ancillary services. Cargo Terminal and Portwide Infrastructure Master Planning to include: Project identification; Program definition and budget estimate; Concept design and budget estimate; and Program monitoring. Once, the aforementioned is determined, projects below the \$50,000 and \$1,000,000 threshold will utilize the County's EDP (Equitable Distribution Program) and the design for those above the thresholds may be completed under this PSA, or through Design Build, or A/E solicitation, depending upon project requirements.

PROJECT LOCATION: Port of Miami

PRIMARY COMMISSION DISTRICT: District 5 Bruno A. Barreiro

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: N/A

USING DEPARTMENT: Miami-Dade Seaport Department

MANAGING DEPARTMENT: Miami-Dade Seaport Department

Fiscal Impact / Funding Source

ADMENDMENT FUNDING SOURCE: Various. The cost of services will continue to be charged to the particular projects or activities requiring the services. This is a no cost amendment.

PTP FUNDING: No

GOB FUNDING: No

AMENDMENT DESCRIPTION: This amendment is necessary to transfer ownership of this contract from C.A.P. Government (formerly known as CSA Southeast) to CSA Group Florida. Original consultant was CSA Southeast, Inc. They changed their name to C.A.P. Government, Inc. in September 2006.

County consents to assignment of all C.A.P. Government's rights and obligations in consideration of the mutual covenants expressed herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. County consents to assignment of all of Engineer's rights and obligations under the Agreement to CSA Group Florida.
2. CSA Group Florida assumes all of the rights and obligations of Engineer under the Agreement.
3. County and CSA Group Florida modify Section V, A.2 of the Agreement to provide Juan Melgarejo, PhD, PE, the designated Principal of the Engineer to whom such paragraph shall apply prospectively.
4. CSA Group Florida assumes liability for any claim by or against County arising out of acts or failure to act of C.A.P. Government, or CSA Group Florida under the Agreement and shall indemnify, defend and hold the County harmless thereof, provided that nothing in this paragraph 4 shall render CSA Group Florida liable for any matter for which the County would not otherwise be entitled to indemnification under the Agreement.

MONETARY JUSTIFICATION: None

TIME JUSTIFICATION: None

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Amendment Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Amendment</u>
BASE:	\$1,818,181.82	\$0.00	\$0.00	\$1,818,181.82	\$279,331.32	\$1,538,850.50
CONTINGENCY:	\$181,818.18	\$0.00	\$0.00	\$181,818.18	\$0.00	\$181,818.18
DEDICATED:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS:	\$2,000,000.00	\$0.00	\$0.00	\$2,000,000.00	\$279,331.32	\$1,720,668.68



	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Amendment Duration</u>	<u>Current Totals</u>
BASE DURATION:	548	548	0	1096
CONTINGENCY:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL DURATION:	548	548	0	1096

INITIATING FACTOR(S) FOR AMENDMENT

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
<u>Other</u>	\$0.00	<u>0</u>
Total:	\$0.00	

Track Record / Monitor

PRIME CONSULTANT: CSA Southeast, Inc.

COMPANY PRINCIPAL: Carlos Penin

COMPANY QUALIFIERS:

COMPANY EMAIL ADDRESS: www.csagroup.com

COMPANY STREET ADDRESS: 100 Miracle Mile, Suite 300

COMPANY CITY-STATE-ZIP: Coral Gables, Florida 33134

YEARS IN BUSINESS: 15

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Three (3) Agreements with approximately \$925,000 in awarded fees.

SUBCONSULTANTS: Shaw Environmental, Inc., Tasnim Uddin & Associates International, Inc., Indigo Service Corporation, Gottlieb, Barnett & Bridges, LLC

CONTRACT MANAGER NAME/PHONE/EMAIL: Maria Cerna 305-347-4916 mcerna@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Diana Lopez 305-347-4892 dblopez@miamidade.gov

Background

BACKGROUND:

Miami-Dade County, and CSA Southeast, Inc. entered into a Non-Exclusive Professional Services Agreement for Project No. E03-SEA-01 on August 12, 2004. In September 2006, CSA Southeast, Inc., changed its name to C.A.P. Government, Inc.

C.A.P. Government and CSA Group Florida, Inc. have agreed to sell, convey, assign, and transfer to CSA Group Florida certain assets of C.A.P. Government, together with the assumption of certain obligations and liabilities of C.A.P. Government by CSA Group.

**BUDGET APPROVAL
FUNDS AVAILABLE:**

N/A
OSBM DIRECTOR DATE

**APPROVED AS TO
LEGAL SUFFICIENCY:**

[Signature] 6-5-07
COUNTY ATTORNEY DATE

**CAPITAL
IMPROVEMENTS
CONCURRENCE:**

[Signature] 060507
OCI DIRECTOR DATE

[Signature] 6-5-07
ASSISTANT COUNTY DATE
MANAGER

CLERK DATE

DATE

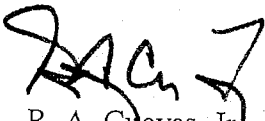


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: September 4, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(Q)(1)(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(Q)(1)(A)

09-04-07

RESOLUTION NO.

RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT
FOR NON-EXCLUSIVE PROFESSIONAL SERVICES – PROJECT NO.
E03-SEA-01, AUTHORIZING THE COUNTY MAYOR OR HIS
DESIGNEE TO EXECUTE SAME AND TO EXERCISE ALL RIGHTS
CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

Section 1. Approves Amendment No. 1 to the Agreement for Non-Exclusive
Professional Services – Project No. E03-SEA-01, attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or his designee to execute
Amendment No. 1 after review and approval by the County Attorney's Office; and to
exercise all rights conferred therein.

The foregoing resolution was offered by Commissioner _____, who
moved its adoption. The motion was seconded by Commissioner _____ and
upon being put to a vote, the vote was as follows:

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Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

Jess M. McCarty

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**AMENDMENT NO. 1 TO AGREEMENT FOR NON- EXCLUSIVE PROFESSIONAL
SERVICES – PROJECT NO. E03-SEA-01**

This Amendment entered into this _____ day of _____, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), C.A.P. Government, Inc. , a Florida corporation, (hereinafter "C.A.P. Government") and CSA Group Florida, Inc., a Florida corporation (hereinafter "CSA Group Florida").

WHEREAS, County and CSA Southeast entered into a Non-Exclusive Professional Services Agreement for Project No. E03-SEA-01 on August 12, 2004, in the form approved by Miami-Dade County Expedite Ordinance No. 00-104 (hereinafter "Agreement"); and

WHEREAS, CSA Southeast is designated as Engineer under the Agreement; and

WHEREAS, in September 2006 CSA Southeast, Inc., changed its name to C.A.P. Government , Inc.

WHEREAS, C.A.P. Government with Federal Identification Number 65-0121594, and CSA Group Florida have agreed to sell, convey, assign, and transfer to CSA Group Florida certain assets of C.A.P. Government, together with the assumption of certain obligations and liabilities of C.A.P. Government by CSA Group Florida; and

WHEREAS, C.A.P. Government wishes to assign all of its rights and obligations under the Agreement to CSA Group Florida.

- NOW THEREFORE, County consents to assignment of all of CAP Government's rights and obligations in consideration of the mutual, covenants expressed herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:


Upon approval of the County's Risk Management Division that CSA Group Florida, has provided insurance coverage in its name meeting the requirements of Article XX of the Agreement:

1. County consents to assignment of all of Engineer's rights and obligations under the Agreement to CSA Group Florida.
2. CSA Group Florida assumes all of the rights and obligations of Engineer under the Agreement.
3. County and CSA Group Florida modify Section V, A.2 of the Agreement to provide Juan Melgarejo, PhD, PE, the designated Principal of the Engineer to whom such paragraph shall apply prospectively.
4. CSA Group Florida assumes liability for any claim by or against County arising out of acts or failure to act of C.A.P. Government, or CSA Group Florida under the Agreement and shall indemnify, defend and hold the County harmless thereof, provided that nothing in this paragraph 4 shall render CSA Group Florida liable for any matter for which the County would not otherwise be entitled to indemnification under the Agreement.

IN WITNESS THEREOF, the parties have caused these presents to be executed on their behalf as of the date first written above.

C.A.P. Government, Inc.
A Florida corporation

By:



President (Title)

Attest:



(Corporate Secretary)

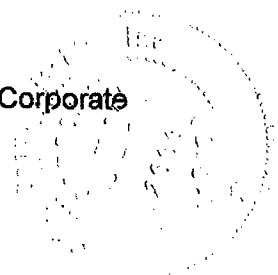
Affix: (CORPORATE SEAL)

CSA Group Florida, Inc. a Florida
corporation

By: [Signature] (Title)

Attest: [Signature] (Corporate
Secretary)

Affix: (CORPORATE SEAL)



MIAMI-DADE COUNTY, a political Subdivision of
the State of Florida

ATTEST:

HARVEY RUVIN, CLERK

By: _____ By: _____
Deputy Clerk George M. Burgess
County Manager

Approved as to form and Legal Sufficiency:

County Attorney